

**OVERSIGHT CONTRACT  
14-6126-OC**

**IN THE MATTER OF  
HORNE FORD LINCOLN MERCURY, FLORENCE COUNTY  
and  
MRF REAL ESTATE HOLDINGS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and MRF Real Estate Holdings, LLC, pursuant to the , Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, *et seq.* (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et seq. with respect to the property located at 600 North Coit Street, Florence, South Carolina. The property includes approximately 8.13 acres identified by Tax Map Serial Numbers 90085-03-001, 90085-03-002, 90085-03-003, 90085-03-004, 90085-03-006, 90085-02-002, 90085-02-003, 90085-02-014, 90085-02-015, 90085-02-016, 90085-02-017, 90085-02-018. The Property is bounded generally to the west by North Coit Street followed by an auto dealership; to the northwest by a gas station and machine shop; to the north by West Lucas Street followed by Elliot Lumber, Family Dollar, Gold Buy, and Speedy Mart; to the east by a former SCE&G facility; and to the south by residential development. A legal description of the property is attached to the Contract as Appendix A.

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, 42 U.S.C., §§ 9601, et seq., pursuant to the HWMA, S.C. Code Ann. § 44-56-200 (2002) and S.C. Code Ann § 44-56-720, including any amendments, or in the regulations promulgated thereunder.

A. "MRF" shall mean MRF Real Estate Holdings, LLC.

- B. "Beneficiaries" means MRF's lenders, signatories, parents, subsidiaries, successors, and assigns.
- C. "Bona Fide Prospective Purchaser" shall mean a person (or a tenant of a person) that acquires ownership of a facility after January 11, 2002, and that establishes by a preponderance of the evidence each of the criteria in CERCLA § 101(40)(A through H).
- D. "Contamination" means the presence of Contaminant, Pollutant, hazardous substance, petroleum, or petroleum product.
- E. "Contract" shall mean this Oversight Contract.
- F. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this contract.
- G. "Hazardous Substance" means (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or

designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- H. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department as related to this Contract and any future amendments thereto.
- I. "Pollutant or Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- J. "Property" shall mean property as described in the legal description attached as Appendix A, and that is subject to ownership, prospective ownership, or possessory or contractual interest of MRF.
- K. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the

environment.

- L. "Responsible Party" shall mean: The owner and operator of a vessel, as defined in CERCLA Section 101 (28), or a facility;
  - a. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of;
  - b. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances; and/or
  - c. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels, as defined in CERCLA Section 101 (38), or sites selected by such person from which there is a release, or a threatened release that causes the incurrence of response costs, of a hazardous substance.
- M. "The Site" shall mean all areas where a contaminant has been released, deposited, stored, disposed of, placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).
- N. "Work Plan" shall mean the plan for additional response actions to be conducted at the Site as described in Paragraph 3 of this Contract.

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

Owners and Operators: The owners and operators of the Property include the following:

**TMS # 90085-02-002 (215 and 217 Sumter Street)**

- 2012 to Present – Braxton Properties, LLC
- 1990 to 2012 – Erwin Paxton
- 1973 to 1990 – Horne Ford, Inc.
- 1955 to 1973 – Nathaniel W. Rosenfeld

**TMS # 90085-02-003 (213 Sumter Street)**

- 2012 to Present – Braxton Properties, LLC
- 1990 to 2012 – Erwin Paxton
- 1974 to 1990 – Horne Ford, Inc.
- 1964 to 1974 – G. Arnette, Jr.
- Unknown to 1964 – Helen P. Kabala

**TMS # 90085-02-014 (213 John Paxton Lane)**

- 2012 to Present – Braxton Properties, LLC
- 1990 to 2012 – Erwin Paxton
- 1970 to 1990 – Horne Ford, Inc.
- 1959 to 1970 – Myrtle G. Cox

**TMS # 90085-02-015 (215 John Paxton Lane)**

- 2012 to Present – Braxton Properties, LLC
- 1990 to 2012 – Erwin Paxton
- 1971 to 1990 – Horne Ford, Inc.
- 1950 to 1971 – Willie B. Cox

**TMS # 90085-02-016 (217 John Paxton Lane)**

- 2012 to Present – Braxton Properties, LLC

- 1990 to 2012 – Erwin Paxton
- 1970 to 1990 – Horne Ford, Inc.
- 1950 to 1970 – Pauline James Johnson

**TMS # 90085-02-017 (510 Coit Street)**

- 2012 to Present – Braxton Properties, LLC
- 1994 to 2012 – Horne Ford, Inc.
- 1994 to 1994 – Heyward Cooper, Jr.
- 1952 to 1994 – Lisa R. Joyner

**TMS # 90085-02-017 (510 Coit Street)**

- 2012 to Present – Braxton Properties, LLC
- 1994 to 2012 – Horne Ford, Inc.
- 1994 to 1994 – Heyward Cooper, Jr.
- 1952 to 1994 – Lisa R. Joyner

**TMS # 90085-02-018 (506 Coit Street)**

- 2012 to Present – Braxton Properties, LLC
- 1990 to 2012 – Erwin Paxton
- 1975 to 1990 – Horne Ford, Inc.
- 1948 to 1975 – ? McLain Wilson

**TMS # 90085-03-001 (632 Coit Street)**

- 2000 to Present – E. Erwin and Company
- 1987 to 2000 – Eleanor E. Paxton
- 1937 to 1987 – M. C. Wallace
- Unknown to 1937 – Pure Oil Company of the Carolinas

**TMS # 90085-03-002 (620 Coit Street)**

- 2000 to Present – E. Erwin and Company
- 1986 to 2000 – Eleanor E. Paxton
- 1985 to 1986 – Eleanor E. Paxton/Erwin Paxton
- 1966 to 1985 – ? M. Paxton
- 1955 to 1966 – C. B. Brown

**TMS # 90085-03-003 (616 Coit Street)**



- 2000 to Present – E. Erwin and Company
- 1986 to 2000 – Eleanor E. Paxton
- 1966 to 1986 – John M. Paxton
- 1953 to 1966 – F. E. ? Thomas/Hattie L. Thomas

**TMS # 90085-03-004**

- 2000 to Present – J. Erwin and Company
- 1986 to 2000 – Eleanor E. Paxton
- Unknown to 1937 – Pure Oil Company of the Carolinas
- 1986 to 2000 – Railroad ROW rolled into parcel -004

**TMS # 90085-03-006**

- 2000 to Present – Erwin and Company LP
- 1982 to 2000 – Eleanor E. Paxton
- 1966 to 1982 – Horne Auto Company
- Unknown to 1966 – John M. Paxton

On October 25, 2013, MRF completed a Phase I Environmental Site Assessment Report (“MRF Holdings Phase I”). MRF Holdings Phase I found that “Mr. Reichenbach replaced the inground lifts [which were removed by the owner, Paxton, n/k/a Horne Ford] with aboveground lifts, closed all of the USTs, stopped the handling of chlorinated solvents in the garage, and allowed continued groundwater monitoring.” The “Executive Summary” concluded that “the current Site practices have [not] contributed to groundwater impact and are *de minimis*.”

Interviews with Department staff conducted during the MRF Holdings Phase I indicated that the [Horne Ford dealership] Site had inground hydraulic lift and UST issues and impact from the adjoining SCE&G Manufactured Gas Plant. Also, no additional assessment has been requested while the Department worked with the current owner,



Paxton, to enter a responsible party voluntary cleanup contract.

The Phase I Environmental Site Assessment update report developed by SCS Engineers, dated May 21, 2014, summarizes various environmental assessments that took place on the adjoining SCE&G facility (a former manufactured gas plant [MGP]) between 1990 and 2005. Assessment activities included the collection of soil, groundwater, and soil gas samples. Additionally, an electromagnetic survey was conducted in 1999 to identify pipe runs and buried structures that possibly contained free phase coal tar which could serve as a continuing source of contamination. The contamination present on the adjoining SCE&G property has the potential to impact the subject Property.

Tetra Tech EM Inc. (Tetra Tech) performed a Phase I Environmental Site Assessment in July 2006 on the Property for the current owner, Horne Ford. At the time of the assessment the Property was developed as an automobile dealership and service center. Bulk storage of petroleum products, such as lubricants, oils, and waste oils, were present. Additionally, solvents were used in paint operations in Bay 38 and in parts washers throughout the service department. The nature of the solvents was not specified in the Phase I report.

Eighteen (18) above-ground storage tanks (ASTs) were present on-site at the time of the Phase I. These tanks contained virgin and waste oils, lubricants, transmission fluid, virgin and used antifreeze, and waste paint. No underground-storage tanks (USTs) were in use on-site at the time of the Phase I, but previous reports indicated that USTs had been abandoned on the Property.

Tetra Tech performed a Phase II Environmental Site Assessment on October 4, 2006 for Horne Ford. The scope of work included the removal of liquids and solids from non-domestic wastewater basins for visual inspection purposes; conducting a video trace of the floor drains in the tire sales and service building (Building 6) to determine discharge points; and subsurface soil and groundwater sampling in the vicinity of active and decommissioned hydraulic lifts located throughout Buildings 1, 2, and 3, near several current and abandoned-in-place USTs, and near drains and traps located within Buildings 6 and 7. The following is a summary of the soil and groundwater results by area:

In-ground Hydraulic Hoists – From all of the soil samples taken throughout Buildings 1-3 and 6, only soil samples from IH- 34A in the paint and body shop contained PAH concentrations, including 1-methylnaphthalene, benzo(a) anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, and chrysene, above the South Carolina Risk-Based Screening Levels (“RBSLs”). PAHs, specifically naphthalene, were detected in groundwater samples taken from the IH-60 bay area in the tire sales and service building.

Former 550-gallon waste oil UST – One soil sample near this former tank contained PAH concentrations above RBSLs. Lead was detected above the RBSL in the groundwater sample collected from this area.

Former solvent and lacquer thinner USTs – Soil samples taken from within this area exceeded the RBSLs for ethylbenzene, methylnaphthalene, benzo(a) anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, and

naphthalene. The groundwater sample from this area also contained concentrations of the above PAHs and toluene above the RBSLs.

Former 10,000-gallon gasoline and diesel USTs – Methyl-naphthalene was identified above the RBSLs in soil samples from this area. Lead was detected above the RBSL in the groundwater sample collected from this area.

Wastewater collection basins – Soil samples collected from these areas did not have constituents above their respective RBSLs.

In response to the Phase II, Tetra Tech performed additional assessment and remedial actions for Horne Ford – utilizing the South Atlantic Environmental Drilling and Construction Company (SAEDACCO) for much of the work – which were summarized in a report dated November 21, 2007. The scope of work included the following:

- On February 6, 7, 8, and 26, 2007 SAEDACCO decommissioned 18 in-ground hydraulic lifts located within the service department of the main dealership (Building 1), the large truck services building (Building 3), and in the tire sales and service building (Building 6);
- Between February 13 to 15, 2007, SAEDACCO removed five in-ground hydraulic lifts located in the service department (Building 1), in the paint and body shop (Building 2), and in the large truck service building (Building 3);

- On February 15 and 19, 2007, SAEDACCO, investigated, excavated, and/or removed the following five previously abandoned-in-place USTs: 250 gallon solvent tank (UST-1), two 10,000-gallon gasoline tanks (USTs-2 and 3), one 10,000-gallon diesel tank (UST-4), and one 550-gallon used oil tank (UST -5);
- On February 15, 2007, Tetra Tech capped drains in Bay #56 and #57 in the tire sales and service building (Building 6); and
- Installed and sampled seven permanent groundwater monitoring wells at the following locations: one each near UST-1 (MW-3), UST-4 (MW-1), and UST-5 (MW-2), one in Building 6 near the decommissioned hydraulic lift in Bay #60 (MW-4), one near the floor drain in the eastern pit in Building 6 (MW-5), one near the hydraulic lift in Bay #21 in Building 1 (MW-6), and one in Bay #24 near a removed lift (MW-7).

Twenty soil samples and five groundwater samples were obtained from the excavation pits during the hydraulic lift removal activities. The soil samples and three groundwater samples were analyzed for total petroleum hydrocarbons diesel range organics ("TPHDRO"). The remaining two groundwater samples were analyzed for PAHs. TPH-DRO was detected in soil samples and two of the groundwater samples; however, no screening levels exist for TPH-DRO.

Following the installation of the seven groundwater wells, samples were obtained from each and analyzed for the following: Lead in MW-1 and MW-2; PAHs in MW-3, MW-4, and MW-6; VOCs in MW-5; and

TPH-DRO in MW-7.

Lead was not detected in MW-1 or MW-2. PAHs were detected above applicable regulatory standards in MW-3 and MW-4. However, Tetra Tech obtained and reviewed analytical data from the groundwater wells on the adjoining MGP site and concluded the PAHs in site groundwater at MW-3 were likely a result from the migration of MGP shallow groundwater contamination.

Several VOCs were identified in the groundwater sample from MW-5; however, only tetrachloroethene ("PCE") was detected above regulatory standards.

As a result of the environmental assessment done in February 2007, all of the in-ground hoists were removed and replaced with the present day lifts, which have the hydraulic tanks above ground. The wastewater collection basins were also closed. All of the USTs were confirmed permanently closed – some were filled in place with an inert solid and some were removed from the ground. The following identifies the USTs previously located on the Property:

<b>Horne Ford Inc</b> <b>600 N Coit St, Florence</b> <b>SCDHEC UST Permit ID #03386</b>			
UST #	Capacity (gallons)	Substance	Status
1	10,000	Gasoline	Filled with sand 11-11-11*
2	10,000	Gasoline	Filled with sand 11-11-11*
3	10,000	Diesel	Filled with sand 11-11-11*
4	500	Waste oil	Removed from ground 11-11-11*
5	250	Naptha, Mineral spirits	Removed from ground 11-11-11*

<b>Horne Motors</b> <b>600 N Coit St, Florence</b> <b>SCDHEC UST Permit ID #03330</b>			
UST #	Capacity (gallons)	Substance	Status

1	162	Hazardous Substance	Removed from ground 11-11-11*
2	84	Hazardous Substance	Removed from ground 11-11-11*
3	84	Hazardous Substance	Removed from ground 11-11-11*
4	162	Hazardous Substance	Removed from ground 11-11-11*

\*11-11-11 is a value used when the date is unknown

The use of any chlorinated solvents has been replaced with non-chlorinated cleaners throughout the garages.

In a report dated April 22, 2009, Tetra Tech performed additional assessment and remedial actions. The scope of work included the following:

- Delineate naphthalene-impacted groundwater near MW-4;
- Delineate PCE-impacted groundwater near MW-5; and
- Characterize and delineate if necessary PAH concentrations in groundwater near IH-25, IH-34, and MW-7.

Groundwater samples were obtained from wells MW-4 and MW-5 in July 2008 and analyzed for VOCs and PAHs. Results indicated that PCE, naphthalene, and methylnaphthalene were present above applicable regulatory standards. Therefore, Tetra Tech installed two temporary monitoring well locations within 30 feet of MW-4, and 4 temporary wells were installed near MW-5. Groundwater samples taken from these six temporary monitoring wells were analyzed for PAHs and VOCs.

Concentrations of naphthalene and methylnaphthalene were identified in excess of regulatory standards in temporary wells MW-4N, MW-4W,

MW-5S, and MW-5E; the map in the report indicates that naphthalene was 3 times higher in well MW-4N, which is reportedly upgradient of well MW-4. The naphthalene release is not delineated and may also originate from an upgradient source. Concentrations of PCE were found above regulatory standards in temporary wells MW-5N and MW-5E, but at concentrations lower than the concentration found in well MW-4.

Tetra Tech performed a receptor survey and documented the results in a report dated February 25, 2011. No surface water bodies or supply wells were identified in the vicinity of the Property.

Groundwater samples were taken from a temporary well location near Bay #34 and from well MW-7 near Bay #43 in July 2008. The samples were analyzed for PAHs, which were not detected in either sample.

On September 26, 2013 Hart & Hickman collected samples from wells MW-3, -4, and -5 while SCS personnel observed. The wells were developed until they were below 10 NTUs, and samples were collected from each well to be analyzed for VOCs including naphthalene by EPA Method 8260B and for PAHs by EPA Method 8270C. While the PAHs were significantly lower when analyzed by EPA Method 8270, the naphthalene concentration when analyzed by EPA Method 8260 is similar to the originally detected concentrations.

The VOCs in well MW-4 were not previously identified because the well was not analyzed for them in the past. The increase of PCE in well MW-5 could be the result of historical off-site and on-site sources. Additionally, samples collected from temporary wells to the north and east of MW-5 had PCE present in them.

- A. MRF certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.
  - B. MRF will acquire the Property and intends to redevelop the Property as a renovated and updated vehicle sales and service dealership of new and used vehicles.
3. MRF agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and MRF's contact person for matters relating to this contract. MRF will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify MRF in writing of any deficiencies in the Work Plan, and MRF shall respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks to demonstrate MRF is taking appropriate care with respect to the hazardous substances at the facility by taking reasonable steps to:
- A. Identify releases or potential releases of hazardous substances, pollutants, or contaminants. Specific assessment shall include the following at a minimum:
    - a. Conduct a well survey:



- i. MRF shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius. The map shall also include the location of water lines. The location and distance to the closest surface water body shall be illustrated on a topographic map.
- ii. MRF shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to MRF, of the well owner or occupant of the residence served by the well.

b. Assess soil quality across the Property:

- i. MRF shall collect and analyze a minimum of 4 soil samples from 3 locations on the Property. MRF shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
  1. Two subsurface soil samples near the former UST located along the eastern wall of Building 2;
  2. One location coinciding with the deep groundwater monitoring well to be installed near MW-5 in accordance with Paragraph 3.c.i, below.
- ii. Unless otherwise specified above, each surface soil sample shall be analyzed for Target Analyte List (TAL) Metals and Target Compound List (TCL) SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, TCL VOCs and TCL SVOCs. One of the sample locations located along the eastern wall of Building 2 shall have the surface and subsurface samples analyzed for the full

EPA-TAL and EPA-TCL.

- iii. Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL on the EPA's Regional Screening Level (RSL) Table in effect at the time of sampling.

c. Assess groundwater quality:

- i. MRF shall assess groundwater quality and flow direction across the Property:
  - 1. MRF shall sample from all of the existing monitoring wells on the Property;
  - 2. MRF shall install one monitoring well north of Building 6 near West Lucas Street;
  - 3. MRF shall install one deep well near MW-5. The well shall have a five foot screen and shall be screened ten feet below the bottom of MW-5 or at the base of the uppermost aquifer, whichever is the smallest distance.
- ii. Samples from all new and existing groundwater monitoring wells shall be analyzed for TAL- Metals, TCL VOCs and TCL SVOCs. In addition, the sample collected from MW-3 shall be analyzed for the full TAL/TCL parameters. Samples shall be collected using low-flow sampling techniques.
- iii. Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

d. Evaluate and control potential impacts to indoor air:

- i. MRF shall evaluate potential impacts to indoor air if the Department

determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.

- ii. MRF's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the existing building(s) and/or proposed footprint of existing buildings located adjacent to known areas of groundwater contamination or buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- iii. The Department may allow MRF to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- iv. MRF shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted and/or measured indoor air concentration exceeds a  $10^{-6}$  risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The

Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

- B. Stop any continuing releases, prevent any threatened future release, and prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance.
- C. Submit to the Department appropriate reports to demonstrate the actions in Paragraphs 3. A and 3. B have been conducted in accordance with the schedule in the approved Work Plan. Within a reasonable period of time, the Department shall review the report(s) and provide comments and/or recommendations. Within thirty (30) days of receipt of the Department's comments/recommendations, MRF shall respond in writing to the Department's comments/recommendations. The report shall include the following at a minimum:
  - a. A cross section of monitoring wells MW-3, MW-4, MW-5, and MW-7 and a cross section of monitoring wells MW-1, MW-2, MW-6, MW-10, and MW-13. The cross sections shall include recent water quality data and illustrate screened intervals;
  - b. A map illustrating potential source areas with respect to monitoring well locations to include off-site sources;
  - c. Time versus concentration graphs for key constituents in groundwater;
  - d. All monitoring wells shall be surveyed, including wells from the adjacent MGP site, and water table elevations for each well shall be reported. MRF shall use this information to develop a potentiometric map.

- e. Once a potentiometric map has been developed using water levels from the MGP site and the Horne Ford site and approved by the Department, newly collected water quality information and groundwater flow directions will be evaluated to determine if the plume boundary has been defined for detected constituents. If the plume boundary has not been defined, the Department may request the installation of additional wells to confirm the plume boundary.
4. MRF shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). MRF agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by MRF.
5. MRF shall inform the Department at least five (5) working days in advance of all field activities pursuant to this Contract and shall allow the Department and its authorized representatives, if so desired, to take duplicates of any samples collected by MRF pursuant to this Contract.
6. Within 60 days of the execution date of this Contract and semi-annually thereafter, MRF shall submit to the Department a written progress report that must include the following: (a) actions taken under this Contract during the previous reporting period; (b) actions scheduled to be taken in the next reporting period; (c) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (d) a description of any environmental problems

experienced during the previous reporting period and the actions taken to resolve them.

7. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

All correspondence, work plans, and reports should be submitted to:

Jerry Stamps, Project Manager  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

All correspondence and notices to MRF shall be submitted to MRF's designated contact person who as of the effective date of this Contract shall be:

J. Michael Reichenbach  
MRF Real Estate Holdings, LLC

600 N. Coit Street  
Florence, South Carolina 29501

8. MRF shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
  - 1). The sign will state "Voluntary Cleanup Project by MRF Real Estate Holdings, LLC under Oversight Contract 14-6126-OC with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of MRF. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
  - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
  - 3). MRF shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
  - 4). MRF agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
  - 5). MRF shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
  - 6). The sign(s) may be removed to accommodate building or grading activities; however, MRF shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.
9. MRF shall, on a quarterly basis, reimburse the Department for oversight costs of

activities required under this Contract. Oversight costs include but are not limited to the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and public participation. Payments will be due within thirty (30) days of receipt of the Department's invoice. Invoices shall be submitted to:

J. Michael Reichenbach  
MRF Real Estate Holdings, LLC  
600 N. Coit Street  
Florence, South Carolina 29501

10. The terms and conditions of this Contract apply to and shall inure to the benefit of each signatory and its parents, successors, assigns, and subsidiaries, and upon the Department.
11. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.
12. Nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel parties to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.
13. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being



performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). MRF and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the property, and to any owner of other property that is included in the Site.

14. MRF or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use; maintain the existing buildings and pavement (and any future buildings or pavement) to serve as engineered controls; and prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
  - A. The Department shall prepare and sign the Declaration prior to providing it to MRF. An authorized representative of MRF or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
  - B. MRF or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
  - C. MRF or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.

- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, MRF or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for MRF or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). MRF or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). MRF or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after MRF acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. MRF or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use

and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.

- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.
15. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, MRF shall submit to the Department a written notice of completion. Once the Department determines that MRF has successfully and completely complied with this Contract, the Department will give MRF a Certificate of Completion that provides a covenant not to sue to MRF and its beneficiaries for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that MRF successfully and completely complied with the Contract. In consideration of the Department's covenant not to sue, MRF and its beneficiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or reasonable attorney's fees from the Department arising out of activities undertaken at the Site.

Upon execution of this Contract by the Department, MRF and its beneficiaries shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the Response Actions specifically covered in the Contract including the approved work plan(s) and reports.

16. MRF or subsequent owners of the Site and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should MRF or subsequent owners of the Site elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial response action addressing contamination identified in this Contract.
17. The Department may terminate this Contract only for cause, which may include but is not limited to the following: (a) events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract; (b) failure to complete the terms of this Contract or the Work Plan; (c) failure to submit timely payment for oversight costs as defined in Paragraph 9 above, or (d) additional contamination or releases or consequences at the Site caused by MRF or its beneficiaries; (e) providing the Department with false or incomplete information or knowing failure to disclose information; (f) change in MRF's or its beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or (g) failure to conduct or complete the reasonable steps outlined in Paragraph 3 above.

18. Upon termination of the Contract, the covenant not to sue and administrative settlement for purposes of contribution protection will be null and void. Termination of the Contract by MRF or the Department does not end the obligations of MRF to pay Oversight Costs already incurred by the Department and payments of such costs shall become immediately due.

**[Remainder of page left blank]**

19. The signatories below hereby represent that they are authorized to and to enter into this contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL  
CONTROL**


BY: \_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste Management  
Environmental Quality Control

DATE: \_\_\_\_\_

\_\_\_\_\_  
Reviewed by Office of General Counsel

DATE: \_\_\_\_\_

**MRF REAL ESTATE HOLDINGS, LLC**

  
Signature

DATE: 8/20/14

JOHNATHAN MICHAEL REICHENBACH, PRESIDENT  
Printed Name and Title

# APPENDIX A

MRF Real Estate Holdings, LLC

Application dated November 1, 2013



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete Items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity
3. Applicant's Legal Name MRF Real Estate Holdings, LLC
4. Contract Signatures for this Applicant

a. Authorized Signatory

<u>J. Michael Reichenbach</u>	<u>Manager</u>	<u>mike@toughnameeasydeal.com</u>
Name	Title	Email
<u>600 N. Coit Street</u>	<u>843-664-4141</u>	<u>419-509-4434</u>
Address	Phone1	Phone2
<u>Florence</u>	<u>SC</u>	<u>29501</u>
City	State	Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		

5. Physical Location of Applicant's Headquarters

600 N. Coit Street

<u>Street address</u>	<u>SC</u>	<u>Suite Number</u>
<u>Florence</u>		<u>29501</u>
City	State	Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

<u>Street Number or PO Box</u>	<u>Phone1</u>	<u>Phone 2</u>
<u>City</u>	<u>State</u>	<u>Zip</u>
		<u>Email</u>

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

<u>J. Michael Reichenbach</u>	Name		Name

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: Applicant is an affiliate to Mike Reichenbach Ford Lincoln, Inc.

8. Non-Responsible Party Certification

By signature below, It is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

J. Michael Reichenbach  
Authorized Signatory

Co Signatories



## II. Property Information

### 9. Location

a. Physical Address 600 N. Coit Street

b. County Florence

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Florence  
(town/city)

### 10. List any Companies or Site names by which the Property is known

Horne Auto Co.; E. Erwin & Company Limited Partnership

HUB Ford Lincoln Mercury, Inc.; Paxton Properties, LLC

Paxton Enterprises, Inc.; Horne Ford, Inc.

Mike Reichenbach Ford Lincoln, Inc.

### 11. Total Size of Property Covered by this Contract 8.13 Acres

### 12. How many parcels comprise the Property? 12

### 13. Current Zoning (general description)

Commercial improved

### 14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

All of the USTs have been closed.

Building #1 (Ford Service Dept.) - 1-300 gallon AST (tank #1) - Transmission Fluid, 1-500 gallon AST (tank #2) - Virgin Oil, and 1-3,000 gallon AST (tank #3) - Used Oil. Tank #1 & 2 will be replaced by Dilmor. Tank #3 will be retained.

Building #2 (Paint and Body Shop) - 2-300 gallon ASTs (tank # 8&7) - Empty. Will be removed.

Building #3 (Large Truck Repair Shop) - 1-5,000 gallon AST (tank# 4)- Used Oil, and 1-1,000 gallon AST (tank 5) - Used Oil. Tanks #4&5 will be removed and replaced with a single 4,000-gallon AST.

Building #6 (Black's Tire Shop) - 2-500 gallon ASTs (tank #8&9) - one Virgin Oil and one Used Oil will be removed and replaced with a 275-gallon tanks. A third 300 gallon AST (tank #10) - Used Oil will be removed. A fourth 275-gallon AST - Virgin Oil located inside the building will be removed by Dilmor.

# 15. Parcel Information

Complete the information below for each Parcel (attach additional sheets if needed)

- a. Tax Map Parcel# SEE ATTACHED
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
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- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

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- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

The property will be used and redeveloped as a renovated and updated vehicle sales and service dealership of new and used vehicles.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☒ Yes ☐ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

There is the potential that hazardous substance and waste will be used, stored, and generated at the Property. Any such hazardous substance or waste will be used, stored, and generated in compliance with all applicable laws.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number See 20.b below  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ See 20.b below

20. a. Will there be Intangible benefits from this redevelopment such as:  
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☒ Other \_\_\_\_\_

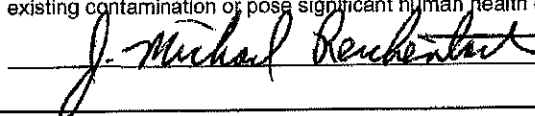
- b. Please Describe:

The property will be used and redeveloped as a renovated and updated vehicle sales and service dealership of new and used vehicles. This project will lead to economic opportunities that range from site construction to possible new hires at the dealership.

21. Anticipated date of closing or acquiring title to the property December / 1 / 2013

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

SCS Engineers - email addresses - NMarshstein@scsengineers.com and TBarnhart@scsengineers.com

Company

1360 Truxton Avenue, Suite 100	North Charleston	South Carolina	29405
Address	City	State	Zip
Nina Marshstein	898	8437468525	8433492968
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2 email
Tracy Barnhart	2140	8437468525	8433428023
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2 email

## 24. Legal Counsel (Optional)

Chaun William Pflug

Firm

The Pflug Law Firm, LLC

Attorney

Phone 1

Phone 2

801

Mount Pleasant

SC

29465

cpflug@pfluglaw.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

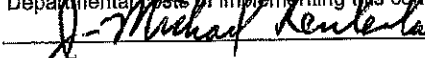
## 26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of Invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



Signatures

## V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by SCS Engineers

(Name of Environmental Firm)

☐ Older report updated in the past six months by \_\_\_\_\_

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☒ The Applicant believes the Department already has all environmental data in its files on: Horne Ford

(Site Name)

☐ The Following reports are attached:

Report Date

Report Name

Environmental Firm

July 2006

Horne Ford Phase 1 ESA

Tetra Tech

October 2006

Horne Ford Phase II ESA

Tetra Tech

November 2007

Site Remedial Actions

Tetra Tech

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.



Signature(s)

## This Section for Department Use Only

Assigned File Name

Eligible for NRP Contract

Y N

Assigned File Number

Assigned Contract Number

**Attachment 1**

**CD 1 -Section 15 - Parcel Information**

Attachment 2  
CD 1 - Section 30 - Owner/Operator Information

**Attachment 3**  
**CD 1- Section 28 - Current ESA Reports**

Attachment 4  
Preliminary Legal Description & Survey



**EXHIBIT A**

All those certain pieces, parcels or lots of land, together with the buildings and improvements thereon, situate, lying and being in the County of Florence, State of South Carolina, and being shown and designated as Tract 1, containing 7.105 acres, more or less, on a plat prepared for MRF Real Estate Holdings, LLC by Ervin Engineering Co. dated October 3, 2013 and recorded on \_\_\_\_\_ in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, Florence County Clerk of Court's office.

TMS No. \_\_\_\_\_

**ALSO:**

All those certain pieces, parcels or lots of land, together with the buildings and improvements thereon, situate, lying and being in the County of Florence, State of South Carolina, and being shown and designated as Tract 2, containing 2.727 acres, more or less, on a plat prepared for MRF Real Estate Holdings, LLC by Ervin Engineering Co. dated October 3, 2013 and recorded on \_\_\_\_\_ in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, Florence County Clerk of Court's office.

TMS No. \_\_\_\_\_

**ALSO:**

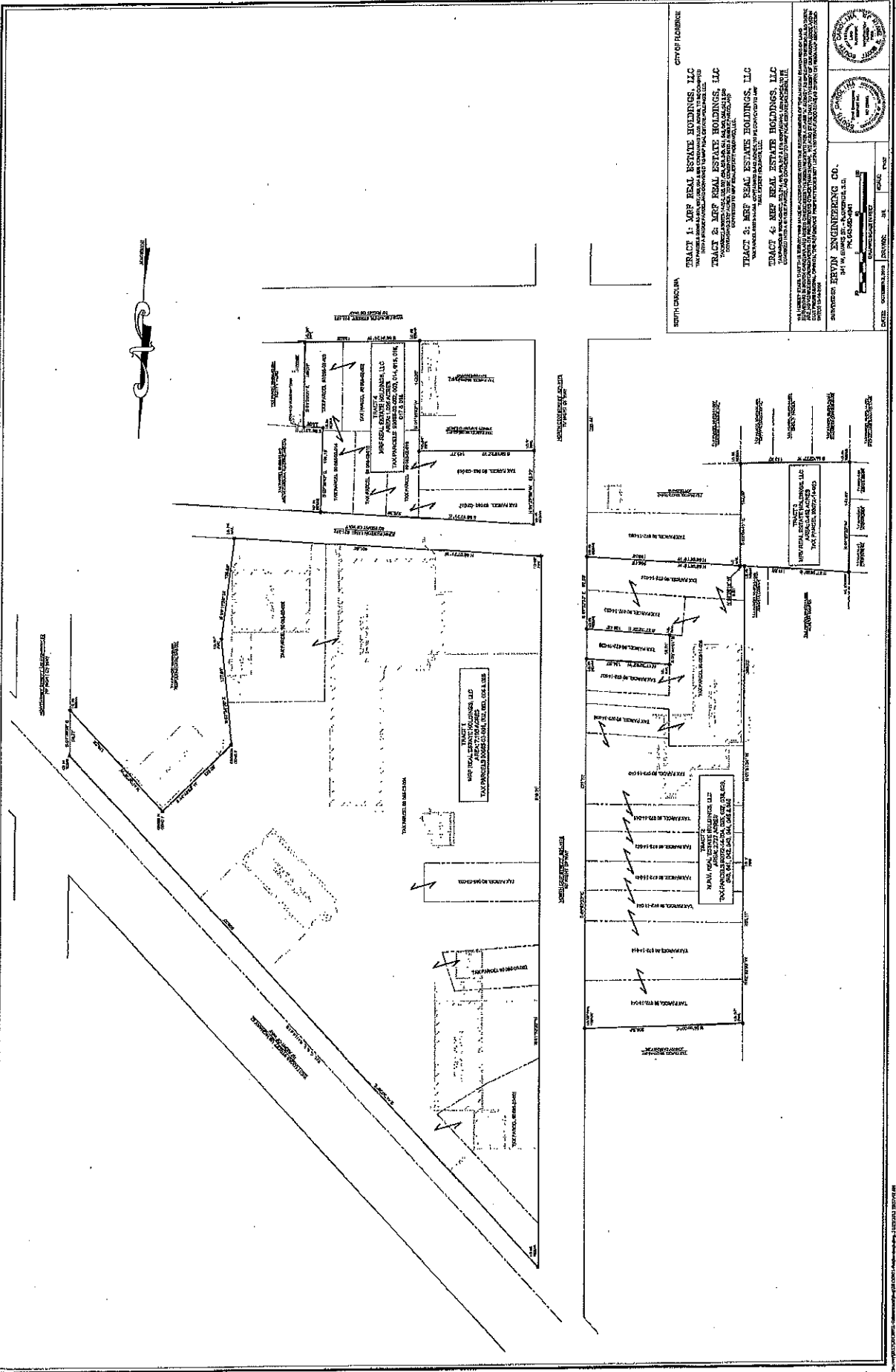
All that certain piece, parcel or lot of land, situate, lying and being in the County of Florence, State of South Carolina, and being shown and designated as Tract 3, containing 0.452 acres, more or less, on a plat prepared for MRF Real Estate Holdings, LLC by Ervin Engineering Co. dated October 3, 2013 and recorded on \_\_\_\_\_ in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, Florence County Clerk of Court's office.

TMS No. 90072-14-055

**ALSO:**

All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being in the County of Florence, State of South Carolina, and being shown and designated as Tract 4, containing 1.026 acres, more or less, on a plat prepared for MRF Real Estate Holdings, LLC by Ervin Engineering Co. dated October 3, 2013 and recorded on \_\_\_\_\_ in Plat Book \_\_\_\_\_ at page \_\_\_\_\_, Florence County Clerk of Court's office.

TMS No. \_\_\_\_\_



**CITY OF FLORISSA**

**TRACT 1: MFP REAL ESTATE HOLDINGS, LLC**  
MFP REAL ESTATE HOLDINGS, LLC  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431

**TRACT 2: MFP REAL ESTATE HOLDINGS, LLC**  
MFP REAL ESTATE HOLDINGS, LLC  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431

**TRACT 3: MFP REAL ESTATE HOLDINGS, LLC**  
MFP REAL ESTATE HOLDINGS, LLC  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431

**TRACT 4: MFP REAL ESTATE HOLDINGS, LLC**  
MFP REAL ESTATE HOLDINGS, LLC  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431  
10000 N. GARDEN ST., SUITE 100  
FLORISSA, AR 72431

**RECORDING INFORMATION**  
BOOK 100, PAGE 100  
FILED FOR RECORDING  
DATE: 10/10/2018  
BY: [Signature]  
COUNTY: FLORISSA